

Ekins Hybrid Fruit Orchards
Growers, Packers, Shippers, Wholesale and Retail
90 East Hwy 6
Genola, Utah 84655
PH: 801-754-3300

December 13, 2005

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Salt Lake City, Utah 84114-5801

Dear Sirs:

In regards to the reclamation of the Ekins East Quarry, I, Shirl Ekins, as owner of the land on the Quarry site, hereby take all responsibility for the reclamation of the area underneath the piles of road base and gravel which has been generously donated to me by the lessee, Staker-Parsons. I will also be responsible for the small cement building they have erected and given me on the leased property as well as the landscape boulders we are salvaging.

I am requesting that Staker-Parsons leave the road intact from the beginning of the road, up to our well pump house. I will also take the responsibility for the two areas to store the landscape rocks.

Sincerely Yours,



Shirl L. Ekins

APPRO

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DIV. OIL GAS & M

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DEC 19 2005

DIV. OF OIL, GAS & MINING

TERMINATION OF LEASE AND RELEASE

This Termination of Lease and Release is entered into this 16th day of December, 2005 by and between Staker & Parson Companies, a Utah corporation (hereinafter "Staker/Parson"), and the Shirl L. Ekins Family Trust and the Shirl L. Ekins Family Irrevocable Trust (collectively hereinafter "Ekins").

WITNESSETH

WHEREAS, Staker/Parson is the successor in interest to Intermountain Aggregates Corporation to a lease agreement with Ekins dated December 1, 1997 covering the removal of aggregate materials from certain lands in Utah County, State of Utah, (hereinafter "Lease Agreement"); and

WHEREAS, Staker/Parson has ceased active aggregate operations under the Lease Agreement; and

WHEREAS, Staker/Parson has currently been undertaking certain reclamation work according to the requirements of Division of Oil, Gas and Mining (hereinafter "DOGM") on the leased property; and

WHEREAS, the parties are now desirous of terminating the Lease Agreement on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Staker shall complete the DOGM mandated reclamation on the real property which is the subject of the Lease Agreement ("Property") in accordance with the reclamation plan approved by DOGM.
2. Staker agrees to leave on the Property, for the benefit of Ekins, all of the stock piled material presently on site.
3. Staker also agrees to leave all currently existing structures and existing roads on the Property in their condition as they exist as of the date of this

APPROVED

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document.

4. In all other respects, the Lease Agreement is considered terminated and at an end, with no further obligations remaining as to either party.
5. Upon the execution of this document, and except for the provisions explicitly contained herein, the parties, and each of them, including without limitation their respective trustees, officers, principals, employees, agents, predecessors and successors, affiliates, assigns, representatives, heirs, and executors and administrators, do hereby fully and finally settle, release, and discharge each other individually and collectively from any and all claims, demands, rights, liabilities, contractual obligations, and causes of action of any nature arising from, based upon, relating to, or in connection with the Lease Agreement.
6. In the event of a breach of any provision of this document the prevailing party shall be entitled to its cost of court and reasonable attorneys fees.

Signed the date above given.

STAKER/PARSON COMPANIES

By: *Matthew*
Its: OPERATIONS MANAGER

SHIRL L. EKINS FAMILY TRUST

By: *Shirl S Ekins Trustee*
Its: _____

SHIRL L. EKINS FAMILY
IRREVOCABLE TRUST

By: *Shirl S Ekins, Trustee*
Its: _____

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AFTER THE HEARING

The Conference Officer was informed that the deadlines under the extended conference were met as described in Item #8, above.

CONCLUSIONS

- Some mining took place without a permit transfer or bond posted by SP.
- Complications from the landowner may have precluded reclamation plans, but permit transfer should have occurred much sooner.
- The Fact of the Violation stands.

ORDER

NOW THEREFORE, it is ordered that:

- SP must ~~complete reclamation~~ of the site.
- SP must file an amendment to the plan to change the post mining land use for some or all of the mine site, as needed.
- OGM should terminate the cessation order, effective October 27, 2005.
- OGM should retain the bond posted for revegetation of the mine until time of proper release under the rules and the bond which was posted by the prior operator.
- Facts were presented which were taken into consideration of a re-assessment of this cessation order. This was rapid compliance of a difficult abatement. In the final assessment, "-15" good faith points were awarded. A fine of \$374.00 is assessed and final.

*they didn't do this
the post mining land
use was not
addressed.*

SO DETERMINED AND ORDERED this 23nd day of November 2005

Mary Ann Wright, Associate Director, Mining
Conference Officer
Division of Oil, Gas and Mining
State of Utah